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LETTER DATED 6 AUGUST 1993 FROM THE CHARGE D'AFFAIRES A.I.
OF THE PERMANENT MISSION OF BENIN TO THE UNITED NATIONS
ADDRESSED TO THE SECRETARY-GENERAL

In transmitting to you the Cotonou Agreement relating to the situation in Liberia, I have the honour to request, on instructions from my Government, that you arrange for it to be circulated as a United Nations document, more specifically as a document of the Security Council.

(Signed) Ayité J. C. KRAKPO
Chargé d'affaires a.i.
Deputy Permanent Representative

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Annex

[Original: English]

Agreement

THIS AGREEMENT is made this twenty-fifth day of July one thousand nine hundred and ninety-three -

BETWEEN THE Interim Government of National Unity of Liberia (IGNU) of the first part and the National Patriotic Front of Liberia (NPFL) of the second part and the United Liberation Movement of Liberia for Democracy (ULIMO) of the third part.

PART I

Military issues

SECTION A

Article 1

DECLARATION

1. The Parties to this Agreement hereby agree and declare a cease-fire and the cessation of hostilities - to become effective at the date and time and on the conditions stipulated in article 2 and section C below.

2. The Parties further declare that all parties or groups within and without the perimeter of Liberia shall refrain from act(s) or activity(ies) that may violate or facilitate the violation of the cease-fire.

Article 2

EFFECTIVE DATE

The Parties also agree that the cease-fire stated hereinabove and the cessation of hostilities shall take effect seven days from the date of signing of this Agreement, commencing at 12 midnight.

SECTION B

Article 3

SUPERVISORY AND MONITORING AUTHORITY

1. The ECOMOG and the United Nations Observer Mission shall supervise and monitor the implementation of this Agreement. The Parties hereby expressly recognize the neutrality and authority of the Economic Community of West Africa

States (ECOWAS) Military Observer Group (ECOMOG) and the United Nations Observer Mission in respect of the foregoing. Accordingly, the ECOMOG and United Nations observers shall enjoy complete freedom of movement throughout Liberia.

2. By "ECOMOG Peace-keeping Force" is meant an expanded ECOMOG which includes the forces of ECOWAS Member States and African troops from outside the West African region.

3. The Parties agree further that in order to monitor and ensure against any violation of the cease-fire between the period of the effective date of the cease-fire and the arrival of ECOMOG and full contingent of the United Nations Observer Mission, a Joint Cease-fire Monitoring Committee is hereby established, which shall have the authority to monitor, investigate and report all cease-fire violations. The Committee shall comprise an equal number of representatives from each of the parties hereto, ECOMOG and an advance team of the United Nations Observer Mission. Each group of the Joint Cease-fire Monitoring Committee shall be chaired by the United Nations observer in the group. It shall freely travel throughout the country. This Committee shall automatically be dissolved and deemed to be dissolved upon the arrival and deployment of ECOMOG and the full contingent of the United Nations Observer Mission.

SECTION C

Article 4

TERMS AND CONDITIONS

The Parties hereby state further that they have agreed to the cease-fire stipulated above on the following terms and conditions:

1. Prohibitions upon the Parties:

The Parties agree not to:

(a) Import any weapons and war-like materials by any means into Liberia;

(b) Use the period of the cease-fire to engage in any military build-up whether in manpower or armaments; or

(c) Engage in any other activity that would violate or result in the violation of the cease-fire.

2. Adherence to stipulations on military embargo

The Parties recognize and accept that the military embargo imposed on and upon all warring parties by ECOWAS and the United Nations Security Council shall remain in full force and effect.

3. Creation of buffer zones

ECOMOG shall create zones or otherwise seal the borders, whichever is militarily feasible, of Liberia-Guinea, Liberia-Sierra Leone and Liberia-Côte

d'Ivoire to prevent cross-border attacks, infiltration or importation of arms. There shall be deployed United Nations observers in all of such zones to monitor, verify and report on any and all of the foregoing and the implementation thereof.

4. Monitoring and supervision of entry points

All points of entry including, sea ports, airfields and roads shall be monitored and supervised by ECOMOG. There shall be deployed United Nations observers to monitor, verify and report on the implementation of the foregoing activities.

5. Position of warring parties at declaration of cease-fire

The warring parties shall remain and maintain their positions held as at the effective date of this cease-fire, until the commencement of encampment.

SECTION D

Article 5

ACTS OF VIOLATION

1. The Parties hereto hereby agree to honour every and all provisions of this Agreement, and stipulate that any party committing any acts of violations shall be held liable for such violations.

2. The following acts shall constitute violation of the cease-fire:

(a) Importation of arms and ammunition, incendiary devices and other war-related items;

(b) Changing or improvement of existing positions or fortification or alteration of existing positions;

(c) Attack (whether with conventional or unconventional weapons) against the position of any warring faction by another, or firing at an individual of a warring faction established to have been carried out at the instance of the authority of the warring party to which he/she belongs;

(d) The systematic use of conventional or unconventional weapons (i.e. knives, cutlasses, bows and arrows, etc.);

(e) Recruitment and training of combatants and/or groups of persons after the effective date of this Agreement;

(f) Any proven use of communication devices, facilities or propaganda designed to incite or having the effect of inciting hostilities between any of the warring parties;

(g) Planting of mines and incendiary devices subsequent to the effective date of the cease-fire; refusal to disclose the existence of or places where

such devices or mines have been planted; and deliberate failure to cooperate or furnish maps (where available) where such devices have been planted;

(h) Obstruction of the implementation of any of the provisions of the Agreement by any party or its authorized agent;

(i) Harassments or attacks upon ECOMOG, the United Nations Observer Mission or the Joint Cease-fire Monitoring Committee;

(j) Obstructions of the activities of ECOMOG, United Nations observers and the Joint Cease-fire Monitoring Committee.

SECTION E

Article 6

DISARMAMENT

Disarmament being the ultimate objective of the cease-fire, the Parties hereto agree and express their intent and willingness to disarm to and under the supervision of ECOMOG, monitored and verified by the United Nations Observer Mission. In conformity therewith, the parties agree that:

1. All weapons and warlike materials collected shall be stored by ECOMOG in armouries designated by ECOMOG, monitored and verified by United Nations observers.

2. All weapons and warlike materials in the possession of the parties shall be given to ECOMOG, monitored by United Nations observers, upon appropriate recording and inventory, and placed in designated armouries.

3. Said armouries shall be secured by ECOMOG, monitored and verified by United Nations observers, upon proper documentation or inventory of all weapons and warlike materials received.

4. Each of the warring factions shall ensure that its combatants report all weapons and warlike materials to ECOMOG, monitored and verified by United Nations observers, upon proper inventory. Such weapons and warlike materials, upon inventory, shall be taken to the designated armouries by ECOMOG, under the monitoring and verification of United Nations observers.

5. All non-combatants who are in possession of weapons and warlike materials shall also report and surrender same to ECOMOG, monitored and verified by United Nations observers. Such weapons and warlike materials shall be returned to the owners after due registration, licensing and certification by the governing authority after the elections.

6. ECOMOG shall have the authority to disarm any combatant or non-combatant in possession of weapons and warlike materials. The United Nations observers shall monitor all such activities.

7. For the sole purpose of maintaining the cease-fire, ECOMOG shall conduct any search to recover lost or hidden weapons, observed and monitored by the United Nations observers.

SECTION F

Article 7

ENCAMPMENT

1. Purpose

(a) The Parties agree and fully commit themselves to the encampment of their combatants in encampment centres established by ECOMOG, monitored and verified by United Nations observers, the purpose of which shall be, in addition to the disarmament and demobilization, to serve as a transit point for the further education, training and rehabilitation of said combatants; and

(b) Consistent with the above, the parties agree to submit to ECOMOG and the United Nations observers, a complete listing of their combatants and weapons and warlike materials and their locations to the nearest encampment centres.

2. Commencement of encampment

The Parties agree that encampment shall commence immediately upon the deployment of ECOMOG and the United Nations Observer Mission. Copies of the schedule of encampment shall be furnished to all the parties hereto.

3. Identification and security of encampment sites

In consultation with the Parties, ECOMOG and the United Nations Observer Mission shall identify locations for encampment. Security of encampment sites shall be provided by ECOMOG, monitored and verified by United Nations observers.

SECTION G

Article 8

PEACE ENFORCEMENT POWERS

1. It is also agreed upon that ECOMOG shall have the right to self-defence where it has been physically attacked by any warring faction hereto.

2. There shall be established, upon deployment of ECOMOG and the full contingent of the United Nations Observer Mission, a Violation Committee consisting of one person from each of the parties hereto and ECOMOG and the

United Nations Observer Mission, chaired by a member of the United Nations Observer Mission.

3. All violations of the cease-fire shall be reported to the United Nations Observer Mission/observers who shall, immediately upon receipt of the information of violation, commence an investigation and make findings thereof. In the event the violations can be cured by the United Nations observers, they shall pursue such a course. However, should such a course not be possible, the United Nations observers shall submit their findings to the Violation Committee. The Violation Committee shall invite the violating party/(ies) for the purpose of having such party/(ies) take corrective measures to cure the violations within such time-frame as may be stipulated by the Committee. Should the violating party not take the required corrective measures, ECOMOG shall be informed thereof and shall thereupon resort to the use of its peace-enforcement powers against the violator.

SECTION H

Article 9

DEMOBILIZATION

1. The Parties hereby agree that any warring faction or factions that may have non-Liberian fighters or mercenaries shall repatriate such persons, or when found, upon evidence, shall be expelled by the Government of the Republic of Liberia.

2. Further, the Parties hereby call upon the United Nations, other international organizations and countries, to programme and finance the process of demobilization, retraining, rehabilitation and re-absorption of all former combatants to normal social and community life.

3. It is agreed by the Parties hereto that each party shall immediately commence a community information or educational programme, explaining to the public by means of communication devices or any form of media, the essence and purpose of the cease-fire, encampment, disarmament and demobilization. Such programme shall include other social institutions.

SECTION I

Article 10

PRISONERS-OF-WAR

The Parties hereby agree that upon signing of this Agreement all prisoners-of-war and detainees shall be immediately released to the Red Cross authority in an area where such prisoners or detainees are detained, for onward transmission to encampment sites or the authority of the prisoner-of-war or detainee. Common criminals are not covered by this provision.

SECTION J

Article 11

SUBMISSION BY PARTIES TO AUTHORITY OF TRANSITIONAL GOVERNMENT

Consistent with the provisions of paragraph 5 of article 14 of this Agreement, all Parties agree to submit themselves to the authority of the Transitional Government.

SECTION K

Article 12

SCHEDULE OF IMPLEMENTATION

Schedules of implementation of this Agreement, including a schedule for disarmament, encampment and demobilization of combatants, shall be drawn by ECOMOG and the United Nations observers. This schedule of implementation shall be given to each of the warring parties prior to implementation. The Parties undertake that they will create no obstacles to the full implementation of any of the foregoing activities.

PART II

Political Issues

SECTION A

Article 13

REVIEW AND REAFFIRMATION OF THE YAMOUSSOUKRO ACCORDS

The Parties to this Agreement reaffirm that the Yamoussoukro Accords provide the best framework for peace in Liberia, noting the links between the ECOWAS peace plan and the Yamoussoukro Accords.

SECTION B

Article 14

STRUCTURE OF GOVERNMENT

1. The Parties observe that Liberia is a unitary State and as such agree to form a single transitional Government, styled THE LIBERIA NATIONAL TRANSITIONAL GOVERNMENT. The authority of the transitional Government shall extend throughout the territorial limits of the Republic of Liberia.

2. The mandate of the transitional Government is to provide essential government services during the transitional period and to also hold and

supervise general and presidential elections in accordance with the ECOWAS peace plan. The Transitional Legislature Assembly or the Council of State shall have power to enact or cause to be enacted any rule(s), regulation(s) or law, or take any action(s) which may facilitate the holding of free and fair democratic elections.

3. Formal installation of the Council of State shall take place in Monrovia, the capital city of the Republic of Liberia, and the Council of State shall also be permanently headquartered there.

4. The Parties further agree that the aforesaid transitional Government shall be selected in accordance with the below listed provisions and installed in approximately thirty (30) days of the date of signature of this Agreement, concomitant with the commencement of the disarmament process. Upon the installation of the transitional government, both IGNU and NPRAG shall cease to exist and shall be deemed dissolved.

5. The Parties further agree that the transitional Government shall operate as closely as practicable under the Constitution and laws of Liberia.

6. The Parties further agree, warrant and promise that from the date of signature of this Agreement, no loans shall be negotiated or contracted in the name of or on behalf of the Liberian Government except to ensure the carrying out of the operations and activities of governmental and other public services. All financial transactions entered into by the Transitional Government shall be formally submitted to the Transitional Legislative Assembly for ratification.

7. The Parties also agree that the transitional Government shall have three branches: legislative, executive and judicial.

Executive

(i) The Parties further agree that, during the transitional period, the executive powers of the Republic shall be vested in a five (5)-member Council of State which is hereby established. Each of the Parties shall appoint one (1) member to the Council, whilst the remaining two (2) shall be selected in accordance with the following procedure:

> Each of the Parties shall nominate three (3) eminent Liberians who together shall select two (2) of their number to be additional members of the Council.

(ii) Each Party shall submit the name of its appointee to the Council and also the names of its three (3) nominees in accordance with the provisions of the preceding paragraph to the office of the current Chairman of ECOWAS within a period of seven (7) days from the date of signature of this Agreement. Copies of the list of these names shall also be forwarded to each of the Parties.

(iii) The Parties shall, not later than three (3) days from submission of the aforesaid names, jointly and mutually determine the time and venue for the selection of the two (2) additional members of

the Council. This entire selection process shall not exceed ten (10) days after the determination of the time and place of the meeting. If at the appointed place and time, any of the nominees fail to appear, the nominating party shall forfeit its right to renominate any other person(s), and the selection process shall proceed.

(iv) Proof of the selection of the two additional Council members shall be made by a written statement signed by all the nominees (excluding the two nominees selected) who participated in the selection process confirming same. The statement shall be forwarded to the current Chairman of ECOWAS with copy to each of the Parties.

(v) The Council shall select from amongst its members a Chairman and two (2) Vice-Chairmen.

(vi) The Council shall conduct and be responsible for the day-to-day operation of Government. All decisions shall be made by consensus of all the members.

(vii) The Council shall also devise and implement appropriate procedural rules in respect of its operation.

(viii) The Parties shall, in consultation with each other, determine the allocation of cabinet posts.

Judicial

8. The Parties further agree that for purposes of continuity, there shall be no change in the existing structure of the Supreme Court. ULIMO shall have the right to nominate the fifth member of the Court to fill the vacancy which currently exists. The nominee by ULIMO to the Supreme Court shall meet the established criteria and successfully undergo a screening by his or her peers in the Court.

Legislature

9. The Parties agree that the Transitional Legislative Assembly shall be a unicameral body composed of thirty-five (35) members. Both IGNU and NPFL shall each be entitled to thirteen (13) members, and ULIMO nine (9) members. The Parties agree that ULIMO shall have the right to nominate the Speaker from one of its members in the Assembly.

SECTION C

Article 15

ELECTIONS MODALITIES

1. The Parties agree that, in order to enhance the inclusive nature of the transitional Government, ULIMO shall have the right to nominate two members to

the Elections Commission, thus expanding the existing Elections Commission to seven (7) members. For the purpose of continuity the present structure shall remain the same.

2. Supreme Court: The Supreme Court shall adjudicate all matters arising out of the elections during the transition, in accordance with the Constitution and laws of the country.

3. Voters registration: Voters Registration shall commence as soon as possible having due regard for the need to expedite repatriation.

4. Observers and Monitors: The transitional Government and the Elections Commission will work out the modalities for the participation of observers and monitors in the electoral process.

5. Financing: Financing will be sought from the national and international communities.

6. The Parties agree that the elections to be conducted shall conform to the several United Nations and internationally accepted codes of conduct and the Elections Commission shall, accordingly be guided thereby.

SECTION D

Article 16

TENURE AND MANDATE OF THE TRANSITIONAL GOVERNMENT

1. The transitional Government shall be installed approximately one month after the signing of this Agreement, concomitant with the commencement of the disarmament process.

2. The transitional Government shall have a life span of approximately six (6) months commencing from the date of its installation.

3. General and presidential elections shall take place approximately seven (7) months from the signature of this Agreement.

4. Holders of positions of leadership within the Transitional Government (i.e. members of the Council of State, Supreme Court Justice; members of the Elections Commission, Cabinet Ministers, members of the Transitional Legislative Assembly, Managing Directors or Heads of Public Corporations and Autonomous Agencies) shall be ineligible to contest the election provided for in paragraph 3 of this article.

SECTION E

Article 17

HUMANITARIAN ASSISTANCE

The Parties agree that every effort should be made to deliver humanitarian assistance to all Liberians, particularly children, who are malnourished and suffering from related diseases. Convoys of humanitarian assistance should travel to all areas of Liberia through the most direct routes, under inspection to ensure compliance with the sanctions and embargo provisions of this Agreement.

SECTION F

Article 18

REPATRIATION OF REFUGEES

1. The Parties hereby commit themselves immediately and permanently to bring to an end any further external or internal displacement of Liberians and to create the conditions that will allow all refugees and displaced persons to, respectively, voluntarily repatriate and return to Liberia to their places of origin or habitual residence under conditions of safety and dignity.

2. The Parties further call upon Liberian refugees and displaced persons to return to Liberia and to their places of origin or habitual residence and declare that they shall not be jeopardized in any ethnic, political, religious, regional or geographical considerations.

3. The Parties also call upon the relevant organizations of the United Nations system, particularly the Office of the United Nations High Commissioner for Refugees and the United Nations Development Programme, other intergovernmental and non-governmental organizations, to implement programmes for the voluntary repatriation, return and reintegration of the Liberian refugees and internally displaced persons.

4. The Parties proclaim that they shall, jointly or individually, cooperate in all necessary ways with themselves and with the above-mentioned organizations in order to facilitate the repatriation, return and reintegration of the refugees and displaced persons. Amongst others, they agree to:

(a) Establish all necessary mechanisms or arrangements, such as joint repatriation committees, which would facilitate contacts, communications and work with the relevant organizations for purposes of implementing the repatriation, return and reintegration operation and to enable effective decision-making and implementation of the relevant activities;

(b) Facilitate access by the Office of the United Nations High Commissioner for Refugees and other organizations to the refugees and displaced persons who have returned so as to deliver the necessary humanitarian assistance and programmes and monitor their situation;

(c) Guarantee and provide security to the Office of the United Nations High Commissioner for Refugees and the other relevant organizations, their staff, vehicles, equipment and resources necessary to carry out their work;

(d) Provide all other necessary facilities and support that will be necessary to facilitate the implementation of the return, voluntary repatriation and reintegration of refugees and displaced persons.

SECTION G

Article 19

GENERAL AMNESTY

The Parties hereby agree that upon the execution of this Agreement there shall be a general amnesty granted to all persons and parties involved in the Liberian civil conflict in the course of actual military engagements. Accordingly, acts committed by the Parties or by their forces while in actual combat or on authority of any of the Parties in the course of actual combat are hereby granted amnesty. Similarly, the Parties agree that business transactions legally carried out by any of the Parties hereto with private business institutions in accordance with the laws of Liberia shall in like manner be covered by the amnesty herein granted.

DONE AT COTONOU, REPUBLIC OF BENIN, IN SEVEN ORIGINAL COPIES
THIS TWENTY-FIFTH DAY OF JULY 1993

(Signed) Amos Claudius SAYWER
President of the Interim
Government of National
Unity of Liberia, for and on
behalf of the Interim Government
of National Unity of Liberia (IGNU)

(Signed) Enoch DOGOLEA
Vice-President of the
National Patriotic Front of
of Liberia, for and on behalf
of the National Patriotic
Front of Liberia (NPFL/NPRAG)

(Signed) Major-General Alhaji G. V. KROMAH
Leader of the United Liberation Movement
of Liberia for Democracy, for and on behalf
of the United Liberation Movement of Liberia
for Democracy (ULIMO)

(Signed) His Excellency Nicephore Dieudonne SOGLO
President of the Republic of Benin
and Current Chairman of ECOWAS

(Signed) Dr. James O. C. JONAH
Under-Secretary-General
Department of Political Affairs,
United Nations Secretariat, for and
on behalf of the Secretary-General
of the United Nations

(Signed) Rev. Canaan BANANA
OAU Eminent Person for Liberia,
for and on behalf of the
Secretary-General of the
Organization of African Unity